

# REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT

Date: September 11, 2006

Proposal No. **H28**

Page No. 1 of 19 Pages

Materials and/or Services: **Less Lethal and Chemical Agents**

To Be Delivered To: **County of San Bernardino  
Law Enforcement Agencies**

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:

**County Purchasing Agent  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760**

**BEFORE: Tuesday, October 10, 2006, 11 AM**

For further information, call: **Bill Brock, C.P.M., A.P.P.  
Deputy Purchasing Agent  
(909) 387-2464**

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
15. The vendor shall hold the County of San Bernardino, its officers, agents,

servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.

16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)

17. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated.

18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.

20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.

21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must have registered online through the County Website at <http://www.sbcounty.gov/purchasing/>.

22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.

23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent.

24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.

25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

**IMPORTANT:** Place signed proposal in envelope, **seal** envelope and show **proposal number** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760  
**PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**

### The following must be filled in by the contractor in submitting his proposal:

Date \_\_\_\_\_

Company \_\_\_\_\_

Delivery will be made in \_\_\_\_\_ days  
from receipt of order unless otherwise noted.

Address \_\_\_\_\_

Cash Discount Terms \_\_\_\_\_

City & State \_\_\_\_\_ Zip \_\_\_\_\_

Signed By \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_

**A. GENERAL INFORMATION**

**1.0 SCOPE OF REQUEST: Less Lethal Munitions and Chemical Agents for Law Enforcement**

For supplying of Less Lethal and Chemical Agent products for the use of County law enforcement agencies, furnished in quantities ordered, at times needed, by the successful vendor (the seller) to the County of San Bernardino (the buyer).

**2.0 LENGTH OF CONTRACT:**

The contract awarded shall begin on October 1, 2006 or as soon as thereafter practicable and extend through September 30, 2009. The County reserves the right to extend this contract for two (2) additional one-year periods at the agreement of both parties.

**B. INSTRUCTIONS TO VENDORS:**

**1.0 PROPOSAL REQUIREMENT:**

Vendors shall conform to all instructions and conditions as specified in the Request for Proposal.

**2.0 PROPOSAL RETURN:**

All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED, #H28 and returned to:

County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760  
Attn: Bill Brock, Deputy Purchasing Agent  
**Due on or before:**  
Tuesday, October 10, 2006 at 11 AM

**3.0 DEADLINE:**

Vendors shall submit the Signature Page (cover page), References (Attachment A), Product Specifications/Bid Sheets (Attachment B), and Material Safety Data Sheets prior to deadline stated above.

**4.0 LATE PROPOSALS:**

Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

**5.0 PROPOSAL OPENING:**

All proposals will be opened and read aloud at the time, date and place specified above.

**6.0 PROPOSAL PREPARATION INSTRUCTIONS:**

***Bids must be typed OR printed legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal.*** Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. Proposals must be signed by a responsible officer or employee. **California State Sales Tax should NOT be included in vendor's proposal.**

**7.0 PROPOSAL PREPARATION COST:**

Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the County.

**8.0 USE OF PROPOSALS RECEIVED:**

All proposals received shall become the property of the County.

**9.0 ACCEPTANCE OR REJECTION OF PROPOSALS:**

Proposals shall remain open, valid and subject to acceptance anytime within sixty (60) days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The County realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

**10.0 PRICE GUARANTEE:**

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice provision is required to secure such adjustments. When offering escalating price contracts quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the vendor's profit will not be allowed. The County shall be given the benefit of all price decreases.

Vendor represents that the prices charged the County do not exceed existing selling prices to other law enforcement agencies for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

**11.0 COMPLETION OF QUOTE:**

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid substitute items as equals, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute item by submitting samples when called for. The County reserves the exclusive right to accept or reject any item. If there is a discrepancy between brand or manufacturer number and item description, the description will be controlling. Changes in packaging will not be authorized unless so indicated when proposal is submitted. Bidder shall complete quote by filling in on each item quoted: brand name, product number and manufacturer. If bidding "As Specified", indicate so, with an "A/S". Indicate if there is a minimum quantity required with order. If unable to quote on an item, specify "No Bid".

Vendors bidding brands other than that currently utilized by the County should submit product specifications sheets.

**Proposals not bearing the signatures of an authorized company officer or agent will be deemed non-responsive and will not be accepted.**

**Incomplete proposals will not be accepted.**

**12.0 CONSUMPTION:**

Totals shown on proposal schedule are approximate and are minimum estimates for the period of contract in order not to over-contract. Quantities herein are not a guarantee of any quantity purchase as a result of this proposal.

**13.0 PURCHASE ORDER ADDRESS:**

If purchase orders are to be sent to an address other than that filled in by the vendor on the first page of this proposal, the vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

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**14.0 REFERENCES:**

Vendors responding to this RFP must provide a minimum of three (3) references of Law Enforcement agencies of similar size and scope to whom they have supplied Chemical Agents and Less Lethal products within the last five (5) years. See Attachment A.

**15.0 CATALOGS & PRICE LISTS:**

Vendors submitting a proposal are to include three (3) sets of catalogs and/or price lists.

**16.0 MATERIAL SAFETY DATA SHEETS:**

Vendors must submit a complete set of Material Safety Data Sheets for any chemical agents bid in response to this RFP.

**17.0 SAMPLES/PRODUCT DEMONSTRATIONS:**

Vendors bidding product brands other than those indicated on Attachment B may be required to:

- A. Submit samples to the County for evaluation and testing, and/or
- B. Vendor may be required to present a product demonstration before Sheriff's Department personnel. Requests for samples and/or product demonstrations shall be made by the Deputy Purchasing Agent on behalf of the department. All product samples shall be provided by the Vendor at no charge to the County.

The County will have the sole discretion as to whether a product is acceptable to its needs.

**C. STANDARD TERMS AND CONDITIONS**

**1.0 DELIVERY SERVICE:**

- A. Delivery shall be made to point as specified in the County of San Bernardino and to the department of the County as ordered.
- B. Delivery shall be inside delivery to the specified inside point as directed by the receiving department.
- C. Delivery shall be made complete as ordered within the time quoted by Vendor from receipt of order.
- D. Proposals for completing delivery in excess of twenty-one (21) days from receipt of order do not meet the County requirements and will not be considered.
- E. One delivery, one invoice. Seller shall deliver each item of an order in one shipment, as partial shipment of an order may be rejected, at the buyer's option, unless specifically authorized on the order.
- F. Prompt delivery and efficient service are essential, failure to furnish such delivery and service will constitute a breach of this agreement.

G. Delivery shall be made to the following County Law Enforcement agencies:

San Bernardino County Sheriff's Academy Range  
18000 Institution Road  
San Bernardino, CA 92407

San Bernardino County Probation Department  
175 West 5<sup>th</sup> Street  
San Bernardino, CA 92415-0460

**2.0 VENDORS GUARANTEE:**

- A. In quoting, the seller guarantees to make delivery of all items quoted, either from his stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Seller's stock or if Seller is unable to secure from warehouse or manufacture, it shall be the Seller's responsibility to see that the item is obtained from any other source having the item in stock.
- B. In case of default by Seller, the Buyer may procure the item from other sources and will charge contract holder for excess costs so paid and the prices paid by the Buyer shall be considered to be the prevailing market price at the time such purchase is made.
- C. Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- D. The Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s). The Vendor assumes responsibility for damages caused by any defective units supplied and/or for breach of these warranties, including incidental and consequential damages that might arise.

**3.0 AWARD:**

Award of contract may or may not be on an all or nothing basis, by individual items or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

**4.0 PAYMENT:**

Invoices are payable monthly unless otherwise agreed upon by department. Invoices must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.

**5.0 PROCUREMENT CARD PROGRAM:**

The County participates in the State of California Procurement Card Program known as Cal-card (VISA credit card). Whenever possible, the County prefers to place orders and make payments utilizing procurement cards. Please indicate if your company accepts VISA:

YES \_\_\_\_\_

NO \_\_\_\_\_

If your company does not accept procurement cards and you are interested in accepting VISA, contact your local bank or financial institution for assistance.

**6.0 ELECTRONIC FUND TRANSFER PROGRAM:**

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for vendor payments. Instead of creating a paper check the County will, with the vendor's approval, directly deposit funds to the vendor's checking account via electronic funds transfer (EFT). Details and forms regarding EFT payments will be provided upon award.

**7.0 STOCK ADJUSTMENTS/RETURNS:**

In quoting, the Seller agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders. Vendor agrees to waive any re-stocking fees.

**8.0 CONFIDENTIALITY:**

It is the responsibility of bidders to identify information in their proposals which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

**9.0 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- A. Appeal must be in writing.
- B. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- A. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- B. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- C. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Jim Lindley – Interim Purchasing Director  
County of San Bernardino – Purchasing Department  
General Services Building  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760**

**10.0 LOCAL PREFERENCE:**

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to award of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must

determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost of services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

**11.0 IMPROPER CONSIDERATION:**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**12.0 INACCURACIES OR MISREPRESENTATIONS:**

If in the course of the RFP process or in the administration of a resulting contract, County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

**13.0 EMPLOYMENT OF FORMER COUNTY OFFICIALS:**

Vendors are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

**14.0 DRUG-FREE WORKPLACE:**

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i) The dangers of drug abuse in the workplace.
  - ii) The person's or organization's policy of maintaining a drug-free workplace.
  - iii) Any available counseling, rehabilitation and employee assistance programs.
  - iv) Penalties that may be imposed upon any employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
  - i) Will receive a copy of the company's drug-free policy statement; and,
  - ii) Will agree to abide by the terms of the company's statement as a condition of employment.

**15.0 TERMINATION CLAUSE:**

- A. In the event the County exercises the right to terminate the contract for dissatisfaction, the County will give the Contractor three (3) days written notice of such termination.
- B. The County of San Bernardino and the Vendor each reserve the right to cancel, for any reason, all or portion of the services covered by this contract. To exercise this right, a thirty-(30) day written notice must be given.

**16.0 WAIVER OF DEFAULT:**

Any waiver by County of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term or condition herein. Failure on the part of the County to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.

**17.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

**A. Indemnification**

The VENDOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

**B. Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- 1) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits,



covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

**C. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**D. Waiver of Subrogation Rights**

The VENDOR shall require the carriers of the above required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, vendors, and subcontractor.

**E. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

**F. Proof of Coverage**

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

**G. Insurance Review**

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher

**18.0 PARTICIPATION:**

The County desires that Counties, Municipalities, State of California Universities, School Districts, and other Tax Districts within the State of California requiring Chemical Agents and Less Lethal products for law enforcement agency use, may at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Seller agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this bid, with the provision that:

- A. Such Governmental Body does not have and will not have in force any other contract for like purchases.
- B. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- C. Such Governmental body shall make purchases directly through the vendor; make payment directly to the vendor. The County will not be liable for any such purchase made between the seller and another Governmental body who avails themselves of this contract.

**INDICATE OPTION:**

Prices good for the County of San Bernardino only

\_\_\_\_\_

Prices extended to all law enforcement agencies with the State of California

\_\_\_\_\_

**ATTACHMENT A  
REFERENCES**

List three (3) fire agencies to whom you have supplied like equipment within the last five (5) years.

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. (     ) \_\_\_\_\_ Fax (     ) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. (     ) \_\_\_\_\_ Fax (     ) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. (     ) \_\_\_\_\_ Fax (     ) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

**Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.**

ATTACHMENT B - PRODUCT SPECIFICATIONS/BID SHEETS

Item #	Description	Manufacturer & Product #	Annual Estimated Use	Unit	Brand & Product # Bid	Unit Price
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**LESS LETHAL - 12 GAUGE IMPACT ROUNDS**

1	Less Lethal; Drag Stabilized, Bean-Bag, 12 Gauge Impact Round	Defense Technology #3027	25,000	Ea.		\$
2	Less Lethal; 32Cal. Stinger Rubber Balls (18), 12 Gauge Impact Round	Defense Technology #3016	25	Ea.		\$
3	Less Lethal; Stinger HV (High Velocity), 12 Gauge Impact Round	Defense Technology #3020	25	Ea.		\$
4	Less Lethal; Fin Stabilized, 12 Gauge Impact Round	Defense Technology #3021	25	Ea.		\$

**CHEMICAL AGENTS (PROJECTILES)**

5	Projectile; Riot Control Dispersion, Muzzle Blast Instantaneous, CS, 37 mm	Defense Technology #1142	50	Ea.		\$
6	Projectile; Riot Control; Dispersion, Muzzle Blast, Instantaneous, OC, 37 mm	Defense Technology #1140	50	Ea.		\$
7	Projectile; Riot Control, "Skat-Shell", CS, 37mm	Defense Technology #1172	100	Ea.		\$
8	Projectile, Riot Control; Long Range "Spede-Heat" CS, 37mm	Defense Technology #1182		Ea.		\$
9	Projectile, Riot Control; Short Range "Spede-Heat" CS, 37mm	Defense Technology #2002		Ea.		\$
10	Projectile, Ferret Barricade; OC Liquid, 37mm	Defense Technology #1160	50	Ea.		\$
11	Projectile, Ferret Barricade; CS Liquid, 37mm	Defense Technology #1162	50	Ea.		\$
12	Projectile, Ferret Barricade; OC Powder, 37mm	Defense Technology #1190	50	Ea.		\$
13	Projectile, Ferret Barricade; CS Powder, 37mm	Defense Technology #1192	50	Ea.		\$

ATTACHMENT B - PRODUCT SPECIFICATIONS/BID SHEETS

Item #	Description	Manufacturer & Product #	Annual Estimated Use	Unit	Brand & Product # Bid	Unit Price
14	Barricade Round; Liquid Filled (Practice), 37mm	Defense Technology #1163	25	Ea.		\$
15	Projectile; PepperBall, Hot PAVA Pepper Rounds, 90 count	PepperBall #PC3-R90		Jar		\$
16	Projectile; PepperBall, Hot PAVA Pepper Rounds, 375 count	PepperBall #PC3-R375		Jar		\$

**DISTRACTION DEVICES**

17	#25 Tactical Distraction Device	Defense Technology #7001NR	50	CS.		\$
18	Distraction Device; Multi-Port Body	Defense Technology #7000	5	Ea.		\$
19	Distraction Device; Reloads, 24 per Case	Defense Technology #7001	100	CS.		\$
20	Distraction Device; 12 Gauge Aerial	Defense Technology #3019		Ea.		\$

**STINGER GRENADES**

21	Grenade; Stinger, Plain Rubber Pellet Only, 10/Case	Defense Technology #1090	100	CS.		\$
22	Grenade; Stinger, with OC, 10/Case	Defense Technology #1089	50	CS.		\$

**CHEMICAL AGENTS, GRENADES**

23	Grenade; OC/CS Aerosol	Defense Technology #1050	50	Ea.		\$
24	Grenade; Flameless Expulsion, OC	Defense Technology #2040	50	Ea.		\$
25	Grenade; Tactical Pocket, CN	Defense Technology #1015	100	Ea.		\$

ATTACHMENT B - PRODUCT SPECIFICATIONS/BID SHEETS

Item #	Description	Manufacturer & Product #	Annual Estimated Use	Unit	Brand & Product # Bid	Unit Price
26	Grenade; Tactical Pocket, CS	Defense Technology #1016	200	Ea.		\$
27	Grenade; Smoke, Military Maximum	Defense Technology #1083	50	Ea.		\$
28	Grenade; Smoke, Large Maximum	Defense Technology #1073	75	Ea.		\$
29	Grenade; Triple Chaser, CS	Defense Technology #1026	50	Ea.		\$
30	Grenade; Riot Control, CN	Defense Technology #1081	100	Ea.		\$
31	Grenade; Riot Control, CS	Defense Technology #1082	100	Ea.		\$
32	Grenade, SAF, White Smoke	Defense Technology #1063	50	Ea.		\$
33	Grenade, Smoke; Military Style, Red Smoke	Defense Technology #1067	20	Ea.		\$
34	Grenade, Smoke; Military Style, Blue Smoke	Defense Technology #1064	20	Ea.		\$
35	Grenade, Smoke; Military Style, Green Smoke	Defense Technology #1065	20	Ea.		\$
36	Grenade, Smoke; Military Style, Yellow Smoke	Defense Technology #1069	20	Ea.		\$

**LESS THAN LETHAL - SPECIALTY IMPACT MUNITIONS**

37	Breaching Round, 12 Gauge	Defense Technology #3105		Ea.		\$
38	Projectile; 32 Cal. Stinger, 5.5" Casing, Black Powder, 37mm, 175 Rubber Pellets	Defense Technology #1196	50	Ea.		\$

ATTACHMENT B - PRODUCT SPECIFICATIONS/BID SHEETS

Item #	Description	Manufacturer & Product #	Annual Estimated Use	Unit	Brand & Product # Bid	Unit Price
39	Projectile; 32 Cal. Stinger, 8" Casing, Black Powder, 37mm, 225 Rubber Pellets	Defense Technology #1197	50	Ea.		\$
40	Projectile; 60 Cal. Stinger, 5.5" Casing, Black Powder, 37mm, 27 Rubber Pellets	Defense Technology #1198	50	Ea.		\$
41	Projectile; 60 Cal. Stinger, 8" Casing, Black Powder, 37mm, 42 Rubber Pellets	Defense Technology #1199	50	Ea.		\$
42	Projectile; Wood Baton, Black Powder, 37mm, 5 Wood Batons per Projectile	Defense Technology #1176	100	Ea.		\$
43	Projectile; Rubber Baton, Black Powder, 37mm, 5 Rubber Batons per Projectile	Defense Technology #1177	100	Ea.		\$
44	Projectile; Foam Baton, Black Powder, 37mm, 5 Foam Batons per Projectile	Defense Technology #1178	100	Ea.		\$
45	Projectile; Bean Bag; Black Powder, 37mm	Defense Technology #1225	100	Ea.		\$
46	Projectile; "Flite Rite" Barricade Round, 37mm	Defense Technology #1151		Ea.		\$
47	Projectile; Bean Bag; Smokeless, 37/40mm	Defense Technology #6225	50	Ea.		\$
48	Projectile; 32 Cal. Stinger, Smokeless, 37/40mm, 130 Rubber Pellets	Defense Technology #6296	50	Ea.		\$
49	Projectile; 60 Cal. Stinger, Smokeless, 37/40mm, 18 Rubber Pellets	Defense Technology #6297	50	Ea.		\$
50	Projectile; Wood Baton, Smokeless, 37/40mm, 3 Wood Batons per Projectile	Defense Technology #6298	50	Ea.		\$
51	Projectile; Foam Baton, Smokeless, 37/40mm, 3 Foam Batons per Projectile	Defense Technology #6299	50	Ea.		\$
52	Projectile; 32 Cal. Stinger, Smokeless, 40mm, 130 Rubber Pellets	Defense Technology #6096	NA	Ea.		\$

ATTACHMENT B - PRODUCT SPECIFICATIONS/BID SHEETS

Item #	Description	Manufacturer & Product #	Annual Estimated Use	Unit	Brand & Product # Bid	Unit Price
53	Projectile; 60 Cal. Stinger, Smokeless, 40mm, 18 Rubber Pellets	Defense Technology #6097	NA	Ea.		\$
54	Projectile; Wood Baton, Smokeless, 40mm, 3 Wood Batons per Projectile	Defense Technology #6098	NA	Ea.		\$
55	Projectile; Foam Baton, Smokeless, 40mm, 3 Foam Batons per Projectile	Defense Technology #6099	NA	Ea.		\$
56	Projectile; Rubber Baton, Smokeless, 40mm, 3 Rubber Batons per Projectile	Defense Technology #6064	NA	Ea.		\$
57	Projectile; Bean Bag; Smokeless, 40mm	Defense Technology #6025	NA	Ea.		\$
58	Projectile; "eXact iImpact", Sponge, 40mm	Defense Technology #6325	NA	Ea.		\$

**DELIVERY SYSTEMS/LAUNCHERS (Note: Any Launchers bid must be compatible with Defense Technology munitions.)**

59	Launcher, Less Lethal; Single Projectile, Smooth Bore, Full Stock, 37mm	Defense Technology #1315 <b>or Equal</b>	NA	Ea.		\$
60	Launcher, Less Lethal; Smooth Bore, 6-Shot, Composite Stock, 37mm	Defense Technology #1319 <b>or Equal</b>	NA	Ea.		\$
61	Launcher, Less Lethal; Smooth Bore, 6-Shot, Folding Stock, 37mm	Defense Technology #1322 <b>or Equal</b>	NA	Ea.		\$
62	Launcher, Less Lethal; Single Projectile, Rifled Bore, Full Stock, 40mm	Defense Technology #1325 <b>or Equal</b>	NA	Ea.		\$
63	Launcher, Less Lethal; Multi-Shot, Full Stock, 40mm	Defense Technology #1375 <b>or Equal</b>	NA	Ea.		\$



ATTACHMENT B - PRODUCT SPECIFICATIONS/BID SHEETS

Item #	Description	Manufacturer & Product #	Annual Estimated Use	Unit	Brand & Product # Bid	Unit Price
64	Launcher; PepperBall Semi-Automatic Carbine w/ 180-round hopper, 13 cu. In. HPA Bottle, Butt Stock, Maintenance Kit & case	PepperBall #PS-SA200	NA	Ea.		\$
65	Launcher; PepperBall Automatic Carbine w/ 200-round hopper, 13 cu. In. HPA Bottle & case	PepperBall #TAC-700	NA	Ea.		\$
66	High Pressure Air Bottle (HPA); 48 Cubic Inch Capacity for PepperBall Launchers	PepperBall #PA-HPA-48	NA	Ea.		\$
67	SCUBA Air Fill Adapter for Pepperball High-Pressure Air Bottles	Pepperball #PA-FA	NA	Ea.		\$

**GAS MASKS & ACCESSORIES**

68	Mask, Gas; CBRN, Opti-Fit, Available in Small, Medium & Large Sizes	Defense Technology #1740 sm. #1741 med. #1742 lg. <b>or Equal</b>	NA	Ea.		\$
69	Canister, Replacement; CBRN for Opti-Fit Gas Mask	Defense Technology #1745 <b>or Equal</b>	NA	Ea.		\$

**TASER GUN & ACCESSORIES**

70	Taser; Taser International Model X-26, w/XDPM, Yellow	Taser 26006 <b>No Substitute</b>		Ea.		\$
71	Taser XP Air Cartridge, Single Shot, 25' Range	Taser 44203		Ea.		\$

ATTACHMENT B - PRODUCT SPECIFICATIONS/BID SHEETS

Item #	Description	Manufacturer & Product #	Annual Estimated Use	Unit	Brand & Product # Bid	Unit Price
72	Taser Standard Air Cartridge, Single Shot, 21' Range	Taser 44200		Ea.		\$
73	Taser Standard Training Air Cartridge, Single Shot, 15' Range	Taser 34200		Ea.		\$
74	Taser XDPM (Extended Digital Power Magazine	Taser 26701		Ea.		\$
75	Taser X-26 USB Dataport Interface	Taser 26500		Ea.		\$
76	Holster, Taser; Ballistic Nylon for X-26 Taser	Taser Int'l or SO Tech		Ea.		\$

**PERSONAL DEFENSE PEPPER SPRAY**

77	Pepper Spray, "First Defense" OC Aerosol, 10%, 1.47 oz. MK-3	Defense Technology #5039		Ea.		\$
78	Pepper Spray, "First Defense" OC Aerosol, 10%, 3 oz. MK-4	Defense Technology #5049	100	Ea.		\$
79	Pepper Spray, "First Defense" OC Aerosol, 10%, .68 oz. MK-6	Defense Technology #5069	100	Ea.		\$
80	Pepper Spray, "First Defense" OC Aerosol, 10%, 12 oz. MK-9	Defense Technology #5099		Ea.		\$
81	MK-4, Aerosol, Inert; Stream, 3 oz., for training purposes	Defense Technology #5149	50	Ea.		\$
82	MK-6, Aerosol, Inert; Stream, .68 oz., for training purposes	Defense Technology #5169	50	Ea.		\$

**State your Company's proposed discount off your catalog price for any items not specifically listed. \_\_\_\_\_%**

**Note: Enclose three (3) copies of your catalog and/or price list with your proposal.**

**Your company must be registered with the County of San Bernardino Purchasing Department to be awarded a purchase order from this RFP. Vendors must register online at [www.sbcounty.gov/purchasing/](http://www.sbcounty.gov/purchasing/).**

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO. (    ) \_\_\_\_\_ FAX NO. (    ) \_\_\_\_\_

COMPANY REPRESENTATIVE SUBMITTING BID \_\_\_\_\_  
(PLEASE PRINT)

SIGNATURE \_\_\_\_\_